

1895-065 Chancery Causes: Pennington Gap Improvement Co } vs. Alexander Carnes & c
Lee Co.

Wood

CA-Debt
T-Property

-Deed

To the Hon. W. T. Miller, Judge of the Circuit Court for Lee County:-

Humbly complaining, your orator, the Pennington's Gap Improvement Company, a corporation organized and existing and doing business under the laws of Virginia, would respectfully represent unto your honor ^{that} on the 2nd. day of March, 1892, it sold and put one W. P. Wood into possession of a certain lot or parcel of land ~~to~~ lying and being in Lee County, Pennington Gap, Virginia, and known as lot No. 1⁵ in block No. 13 in plat No. ~~x~~ two in the plat and plan of said town, for the sum of One hundred and twenty-five dollars to be paid by the said Wood to the said Company, as follows, to-wit:-

\$41.67 with interest six months after the 2nd. day of March, 1892,

\$41.67 with interest one year after the 2nd. day of March, 1892, and

\$41.66 with interest two years after date, the 2nd. day of March, 1892; that he,

the said Wood executed and delivered to your orator three notes for said respective amounts, and payable as aforesaid, which notes are here filed, Marked "A, B. & C", and prayed to ^{be} considered as a part of this bill; that up to the present time ~~there~~ has been nothing paid on said purchase price of said lots of land, but the whole of the same with all its accrued interest is still due to your orator; that your orator has never made to the said Wood or any other person a deed to said lot of land; but on the contrary the legal title thereto is now and has been all the time from the 2nd. day of March, 1892 in your orator.

Your orator will further charge and aver that soon after it sold said lot of land to the said Wood, he sold and delivered the same to one Alexander Carnes, who took possession of the same and has made valuable and permanent improvements thereon, and now occupies and lives on the same and claims it as his property by virtue of his purchase from the said Wood.

Your orator will further represent and aver, that it has not heretofore made the said Wood a deed to the said lot of land, nor any other person, so it has made and acknowledged and here files as an escrow deed, marked "D", its deed to said lot of land, to be delivered to the said Wood, on receipt of the payment of the said purchase money and its accrued interest.

Now, the premises considered, your orator is advised that it has a lien on said lot of land to the extent of the said purchase money and interest thereon, capable, however, of being enforced only in a court of chancery; and it is advised and here charges that there are no other liens on said lot of land, than this of your orator's. But, if mistaken in this, and there should be other liens on said lot of land, your orator is advised that its said lien is prior

to any other.

The prayer, therefore of your orator is, that W.P. Wood and Alexander Carnes be made parties defendants to this bill of complaint; that they each be ^{re}quired to answer its several allegations on oath completely and fully; that on a hearing of the same, your orator be decreed to have a first lien on said lot of land; and that if said sum of money and its interest be not paid to your orator, then said lot of land be ^{re}decreed to be sold by your commissioner. And that all other, further and general relief be granted your orator that the nature of ~~its~~ cause may require to fully comport with law and equity. And it will ever pray etc. May Spa. issue etc.

Pennington Bros. P.O.

Pennington's Gap. Supro. Les
or } Rice in the country

Alexander Carnichael

\$ 41.67

Pennington's Gap, Lee Co., Va., March 2 1892

Six months after date, with interest from date, I

promise to pay to the order of Pennington's Gap Improvement Company

Forty-one and 67/100 DOLLARS,

negotiable and payable at Company's office, being the 1st

deferred installment of the purchase price of Lot No. 15, in Block No. 13,

Plat No. 2, of the town of Pennington's Gap, and I hereby waive the benefit of all Homestead exemptions as to this debt, and I agree that if suit is brought on this Note to enforce payment thereof, to pay Ten per cent. Attorney's fees on the amount due.

W. P. Mory

Due Sept 2 1892

Address,

\$ 41.67

Pennington's Gap, Lee Co., Va., March 2 1892

One year

after date, with interest from date, I

promise to pay to the order of Pennington's Gap Improvement Company

Forty-one and 67/100

DOLLARS,

negotiable and payable at Comptroller's office, being the 22nd

deferred installment of the purchase price of Lot No. 13, in Block No. 13,

Plat No. 2, of the town of Pennington's Gap, and I hereby waive the benefit of all Homestead exemptions as to this debt, and I agree that if suit is brought on this Note to enforce payment thereof, to pay Ten per cent. Attorney's fees on the amount due.

W. P. Wood

Due 189

Address,

\$ 41.66

Pennington's Gap, Lee Co., Va., March 2 1894

Two years after date, with interest from date, I

promise to pay to the order of Pennington's Gap Improvement Company

Forty One and 6/100 DOLLARS,

negotiable and payable at Company's office, being the 3rd of last

deferred installment of the purchase price of Lot No. 151, in Block No. 13,

Plat No. 2, of the town of Pennington's Gap, and I hereby waive the benefit of all Homestead exemptions as to this debt, and I agree that if suit is brought on this Note to enforce payment thereof, to pay Ten per cent. Attorney's fees on the amount due.

J. V. P. Wood

Due 189

Address,

This Deed, made this the 25 day of September A. D., 1895, by and between the PENNINGTON'S GAP IMPROVEMENT COMPANY, of Pennington's Gap, Virginia, a corporation organized and existing under the laws of Virginia, by E. H. Pennington, its attorney in fact [which power of attorney is of record in the County Court Clerk's office of the County of Lee and State of Virginia, in deed book, No. 25, page 580 -], party of the first part and

A. P. Hood
of Lee County, Va., party of the second part:

WITNESSETH, That for and in consideration of the sum of One Hundred & Twenty Five Dollars (\$ 125.00), cash in hand paid the receipt of which is hereby acknowledged, the said party of the first part, ~~subject to the condition hereinafter mentioned, which is agreed to be a condition precedent to the vesting of title to the land herein described,~~ DOTH GRANT and CONVEY unto the said part of the second part with covenants of GENERAL WARRANTY One certain lot - or parcel - of land, lying and being in the town of PENNINGTON'S GAP, VIRGINIA, and shown upon the plat of said town, marked "Plat - No. two" of Pennington's Gap Improvement Company and recorded in Lee County Clerk's office, and on said Plat No. two, known as Lot - No. fifteen in Block No. thirteen, and fronting on Summit Avenue fifty (50) feet and running back two hundred (200) feet; Lot No. in Block No. , and fronting on feet; Lot No. in Block No. , and fronting on feet; and running back feet; Lot No. in Block No. , and fronting on feet; and running back feet;

TO HAVE AND TO HOLD said lot - or parcel - of land, together with all its appurtenances unto the said party of the second part, his heirs and assigns in fee simple: ~~Provided, always, nevertheless, and upon condition that said part of the second part heirs or assigns, or either of them, shall not sell any wine, whiskey, brandy, beer, or any other intoxicating liquors, nor permit the same to be done by another upon the premises aforesaid, or upon either or any part of either of them within three years from the 6th day of October, 1890. And the said part of the second part do hereby agree with said party of the first part, that if heirs or assigns should break the condition aforesaid, the said party of the first part, its successors or assigns, at any time afterwards, shall and may re-enter upon said lot or parcel of land, and the same again have, re-possess and enjoy, together with all improvements put thereupon, as of its former estate and free from all claims and rights of said part of the second part or of creditors.~~

IN TESTIMONY WHEREOF, the said Pennington's Gap Improvement Company has caused its corporate name to be hereunto signed and its corporate seal hereunto affixed by its said attorney in fact the day and year first above written.

PENNINGTON'S GAP IMPROVEMENT COMPANY,

By E. H. Pennington
Attorney in Fact.

STATE OF VIRGINIA,
COUNTY OF

{ To-wit:

I, , a for the county aforesaid and State of Virginia, do certify that , whose name is signed to the writing above, bearing date on the day of , 189 , has acknowledged the same before me in my county aforesaid; and I do further certify that said has also acknowledged before me in my county aforesaid, that the seal affixed to said writing is the corporate seal of the Pennington's Gap Improvement Company; that the said writing was signed by him as the attorney in fact of said company; that he stated and acknowledged that he is duly authorized to sign and seal the above writing; and that the same is the act and deed of said company.

Given under my hand, this the day of , 189

STATE OF VIRGINIA, }
COUNTY OF LEE. } To-wit:

In the Clerk's office of the County Court of Lee County the day of 189 , the foregoing deed was presented and admitted to record, together with the certificate of acknowledgement thereunto annexed, and was recorded on the day of , 189 , in Deed Book No. , page

Teste:
Clerk.

No. 2.

DEED.

PENNINGTON'S GAP IMPROVEMENT COMPANY.

TO



Pennington's Gap Impro. Co.

vs } Rice

Alexander Barnes

1895-1st Oct Rules bill filed
Spa executed & Cause dis-
missed at rules.

" 2nd Oct rules dismissed
at rules by Plff